

HANSON BRIDGETT MARCUS VLAHOS & RUDY, LLP
SUSAN G. O'NEILL - 115133
gweng@hansonbridgett.com
GARNER K. WENG - 191462
gweng@hansonbridgett.com
BARBARA L. FRIEDMAN
bfriedman@hansonbridgett.com
425 Market Street, 26th Floor
San Francisco, CA. 94105
Telephone: (415) 777-3200
Facsimile: (415) 541-9366

Attorneys for Plaintiff
BLUE CROSS AND BLUE SHIELD ASSOCIATION

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

BLUE CROSS AND BLUE SHIELD
ASSOCIATION, an Illinois not-for-profit
corporation,

Plaintiff,

v.

DIGI REAL ESTATE FOUNDATION, et
al.,

Defendants.

No. C 07 5009 RS

**[PROPOSED] STIPULATED FINAL
ORDER**

(First through Sixth Claims for Relief Only)

STIPULATION

Pursuant to their written settlement agreement, Plaintiff Blue Cross and Blue Shield Association ("BCBSA"), on the one hand, and Defendants Digi Real Estate Foundation, Kanwardeep Johar, Oleksiy Kovyrin, and Galt Networks, Inc. on the other hand (individually and collectively, "Defendants"), hereby stipulate that the Court may issue and enter the Stipulated Final Order, below.

DATED: January 22, 2008

HANSON BRIDGETT MARCUS
VLACHOS & RUDY, LLP

By: /s/

SUSAN G. O'NEILL
Attorneys for Plaintiff
BLUE CROSS AND BLUE SHIELD
ASSOCIATION

DATED: January 22, 2008

NEWMAN AND NEWMAN

By: /s/

DEREK A. NEWMAN
Attorneys for Defendants
DIGI REAL ESTATE FOUNDATION
KANWARDEEP JOHAR
OLEKSIY KOVYRIN
GALT NETWORKS, INC.

SIGNATURES UNDER GENERAL ORDER NO. 45

Pursuant to General Order No. 45 of the United States District Court, Northern District of California, I, Susan G. O'Neill—the ECF User whose User ID and Password are used in the filing of this document—hereby attest that the concurrence to the filing of this document has been obtained from the other signatory to this document.

/s/

SUSAN G. O'NEILL

STIPULATED FINAL ORDER

Pursuant to the agreed settlement and consent of Plaintiff Blue Cross and Blue Shield Association ("BCBSA"), on the one hand, and Defendants Digi Real Estate Foundation, Kanwardeep Johar, Oleksiy Kovyrin, and Galt Networks, Inc. on the other hand (individually and collectively, "Defendants"), the Court finds:

WHEREAS, on September 27, 2007, BCBSA filed a Complaint alleging six claims for relief against Defendants; and

WHEREAS, without an admission of any liability whatsoever by Defendants, the parties desire to finally settle and resolve any and all matters in dispute between them in relation to the above-captioned litigation and have entered into a written settlement agreement, pursuant to which they wish to have this ORDER entered.

IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this action. Defendants have consented to the personal jurisdiction of this Court, agreed that venue is proper in this District, and waived any objection they may have with regard to personal jurisdiction, venue, or service of process.

2. As described in Paragraphs 19 through 22, inclusive, of the Complaint, BCBSA is the owner of the Blue Marks (as defined in Paragraph 19 of the Complaint and as partially listed in Exhibit C to the Complaint—including without limitation the BLUE CROSS and BLUE SHIELD marks)—and the BCBS mark (collectively referred to as the "BCBS Marks").

3. Within five court days of the entry of this ORDER, Defendants Digi Real Estate Foundation, Johar, Kovyrin, and Galt Networks will initiate the transfer of ownership of the registrations to the domain names listed on Exhibit 1 to this ORDER to BCBSA. Defendants will also use best efforts to perform all necessary acts to complete the transfer of these registrations.

4. If, within ten calendar days of the entry of this ORDER, the domain names listed on Exhibit 1 to this ORDER have not been fully and effectively transferred to BCBSA, VeriSign, Inc., as the registry of these domain names, is directed pursuant to Section 1125 of Title 15 of the United States Code to promptly change the registrars of record for the domain names from the

1 current registrars to MarkMonitor (or such other registrar as designated by BCBSA)—which
 2 registrar is directed to promptly register these domain names in the name of BCBSA.

3 5. For the domain names listed on Exhibit 2 to this ORDER, VeriSign, Inc., as the
 4 registry of these domain names, is directed pursuant to Section 1125 of Title 15 of the United
 5 States Code to immediately change the registrars of record for the domain names from the current
 6 registrars to MarkMonitor (or such other registrar as designated by BCBSA)—which registrar is
 7 directed to promptly register these domain names in the name of BCBSA.

8 6. Within five court days of the entry of this ORDER, Defendants will initiate the
 9 transfer of ownership of the registrations of the following domain name to BCBSA:
 10 BCBSKS.ORG. Defendants will use best efforts to perform all necessary acts to complete the
 11 transfer of this registration.

12 7. If, within ten calendar days of the entry of this ORDER, the domain name
 13 BCBSKS.ORG has not been fully and effectively transferred to BCBSA, the Public Interest
 14 Registry, as the registry of this domain name, is directed pursuant to Section 1125 of Title 15 of
 15 the United States Code to promptly change the registrar of record for the domain name from the
 16 current registrar to MarkMonitor (or such other registrar as designated by BCBSA)—which
 17 registrar is directed to promptly register these domain name in the name of BCBSA.

18 8. Defendants Digi Real Estate Foundation, Johar, Kovyrin, and Galt Networks—
 19 their principals, officers, agents, servants, employees, aliases, those persons or entities under their
 20 control or in active concert or participation with them (directly or indirectly), and their successors
 21 in interest—are hereby permanently restrained from:

22 (a) directly or indirectly registering or maintaining the registration for an
 23 Internet domain name that constitutes or incorporates any of the following:

- 24 (i) any of the domain names listed on Exhibits 1 and 2 to this ORDER;
- 25 (ii) any of the BCBS Marks;
- 26 (iii) any or all of the terms “BCBS” or “BCBSA”;
- 27 (iv) any or all of the terms “BLUE CROSS,” “BLUECROSS,” “BLUE
- 28 SHIELD,” or “BLUESHIELD”;

- (v) the term "BLUECARD";
- (vi) any or all of the terms "BLUE," "BC," or "BS" in proximity or in connection with any of the terms describing any facet of BCBSA's current business as described at the Web site accessible at www.bcbs.com, which includes without limitation: "HEALTH," "HEALTHCARE," "FSA," "HMO," "PPO," "HSA," "HRA," "INSURANCE," "MEDICAL," "MEDICINE," "PRESCRIPTION," "BENEFITS," "MEDICARE," "PHYSICIAN," "DENTIST," "PLAN," "CLINIC," "PROVIDER," "CARE," "LABORATORIES," "COVERAGE," "WELLNESS," "RX," "HOSPITALS," "ENROLLMENT," "COBRA," "DENTAL," "PHARMACY," or "DRUG,"—or any slight variation of any of these terms such as: plurals or singular versions; the addition of dashes or underscore characters ('-' or '_'); or variations suggesting misspellings or typographical errors (such as omission or repetition of one of the characters in a term);
- (vii) any name of a BCBS Plan—including without limitation "PREMERA," "ANTHEM," "CAREFIRST," "WELLMARK," "HORIZON," "EMPIRE," "EXCELLUS," "CAPITAL," "HIGHMARK," "INDEPENDENCE," "MOUNTAIN STATE," or "REGENCE"—in proximity or in connection with any or all of the terms "BLUE," "BC," or "BS" or any of the terms set forth in Subsections (iii), (iv), or (v), above; or
- (viii) any slight variation of the above such as: plurals or singular versions; the addition of dashes or underscore characters ('-' or '_'); or variations suggesting misspellings or typographical errors (such as "BLU" instead of "BLUE" or repetition of one of the characters in a term).

(b) directly or indirectly registering or applying to register as a trademark, service mark, or trade name constituting or incorporating any trademark, service mark, or trade name including or confusingly similar to any of the BCBS Marks—or maintaining any such registrations.

9. In any action to enforce this ORDER or any matter arising out of a violation of this ORDER, the prevailing party will recover its reasonable associated attorneys' fees and costs.

10. This ORDER will be binding on and inure to the benefit of all parties hereto—and their assigns and successors in interest. The waiver by one party of any breach of this ORDER by another party will not be deemed a waiver of any other prior or subsequent breach of this ORDER.

11. The First, Second, Third, Fourth, and Fifth Claims for Relief in the Complaint in this action are dismissed with prejudice as against Defendants Digi Real Estate Foundation, Johar, Kovyryn, and Galt Networks. The Sixth Claim for Relief in the Complaint in this action is also dismissed with prejudice.

12. This Court retains jurisdiction of this matter and over the parties to this action for the limited purpose of enforcing the terms of this ORDER and the terms of the parties' written settlement agreement.

Dated this ____ day of January, 2008.

HONORABLE RICHARD SEEBORG
UNITED STATES MAGISTRATE JUDGE

Exhibit 1

REGENCEBLUECROSSBLUESHIELDFOREGON.COM
BCBSOFNORTHCAROLINA.COM
BLUECROSSBLUESHIELDSC.COM
BCBSOFMA.COM
BCBSOFOK.COM
BCSNC.COM
BCBSOKLAHOMA.COM
BCBSNORTHCAROLINA.COM
FEDERALBLUECROSSBLUESHIELD.COM
BCBSMISSOURI.COM
SASKATCHEWANBLUECROSS.COM
BLUECROSSBLUESHIELDOFMARYLAND.COM
BLUECROSSCOLORADO.COM
BBLUECROSSCA.COM
BLUECROSSBLUESHILD.COM
BLUECROSSBLUESHEILDS.COM
BLUECOSSCA.COM
BLUECROSSBLUESHIELDCA.COM
BUECROSS.COM
BLUECROSSBLUESHIELDTN.COM
BLUECROSSBLUESHEILD OFILLINOIS.COM
BLUECROSSBLUESHEALD.COM
BLUECROSSNV.COM
BLUECROSSIDAHO.COM
BLUECROSSINTEXAS.COM
BLUESHIEL.COM
BLUESHILED.COM
WWWBLUECROSSBLUESHIELD.COM
BLUESHIELDPLANS.COM
BLUECROSS65.COM
BLUECROSSHMO.COM
BLUECROSSMASS.COM
BLUECROSSTX.COM
BLUESHIED.COM
BLUECROSSFL.COM
BLUESHELD.COM
WWWBLUECROSSMN.COM
BLUECROSSMEDICALINSURANCE.COM
BLUECROSSSC.COM
BLUECROSSMO.COM
BLUECROSSMI.COM

Exhibit 1 (continued)

WWWBLUECROS.COM
BLUESSHIELD.COM
BUESHIELD.COM
BLUESIELD.COM
BBLUESHIELD.COM
BCBSKANSAS.COM
BLUECROSSBLUESHIELD OF RHODE ISLAND.COM
MANITOBABLUECROSS.COM
BLUECROSSBLUESHIELD OF PENNSYLVANIA.COM
BLUECROSSBLUESHIELD OF WISCONSIN.COM
BLUECRSSMN.COM
BCBSC.COM
BCBSKS.ORG
BLECROSSMA.COM
INDEPENDENCEBLUECROSS.COM
BLUECROSSBLUESHIELD.COM
BLUECRROSS.COM
MOUNTAINSTATEBLUECROSSBLUESHIELD.COM
BLUECROSSBLUESHIELD OF ILLINOIS.COM
HIGHARKBCBS.COM
FEDERALBLUECROSS.COM
BLUECROSSPPO.COM
BLUECROSSDENTALPLAN.COM
BLUECROSSBLUESHIELD OF CALIFORNIA.COM
BLUECROSS OF GEORGIA.COM
BLUECROSSBLUESHIELD OF NC.COM

Exhibit 2

BLUECROSSBLUESHIELDNC.COM
BLUECROSSCLUESHIELD.COM
BLUECROSSBLUESHIELDOFOKLAHOMA.COM
BLUECROOSSCA.COM
BCBSMINNESOTA.COM
BLUECRSS.COM
BCBSSOUTHCAROLINA.COM
BLUESHEILDOFCA.COM
BLUECROSSBLUESHIELDRI.COM
BCBSHORIZON.COM
BLUECROSSOFMINNESOTA.COM
BLUECORSSMA.COM
BCBSOREGON.COM
BLUESHIELD.COM
BCBSOFDE.COM
EMPUREBLUE.COM
BLUESHIELLD.COM
BLUESHIEELD.COM
BLUECROSSBLUESHIELDOFMN.COM
BLEUCROSSCA.COM
BLUECROSSBLUESHIELDDENTAL.COM
BLUECROSSBLUESHIELDPPO.COM